

## **Online Banner and Display Advertising Terms and Conditions**

**Version 5 – Effective Aug 2018**

### **1. About our Advertising Terms and Conditions**

1.1 Our Advertising Terms and Conditions set out our standard terms and conditions for advertising products and services we supply to advertisers on our websites.

1.2 Every advertiser and advertising agency (“you”) who submits a signed order or Online Advertising Agreement in the required form (“Insertion Order”) for advertising on a website operated by us, agrees to these terms and conditions. Your Insertion Order and these Terms and Conditions form the basis of the Agreement between you and us for the provision of the advertising ordered by you.

1.3 The following definitions apply to this Agreement:

“Advertisement” means the digital material (including any Creative) submitted by you to be published by us on our Websites.

“Agreement” means these Terms and Conditions and your Insertion Order.

“Creative” means any information, material, name, trademark, logo, artwork, text, graphic or other material provided or to be provided by you to us for the purpose of providing the Advertisement.

“Insertion Order” means the form specifying your subscription details for the Service.

"Our web site" refers to any websites owned or operated by Us, including the website at [www.squarefoot.com.hk](http://www.squarefoot.com.hk) (as applicable to your subscription or as the context requires).

"Service" may include any of the following or a combination thereof:

- a) process that will facilitate your uploading of property details (including images) to either:
  - I. the extensive property search engine accessible on our web site; or
  - II. another internet site of your choice that has been approved by us in writing;
- b) online banner advertising and banner impressions run on our web site;
- c) advertising in our magazine;
- d) having your properties featured on our web site;
- e) having your properties featured in our magazine;
- f) a facility for potential purchasers to send short message service (SMS) messages directly to your mobile phone from our web site;
- g) training;
- h) phone support; and
- i) any associated or ancillary service we agree in writing to provide to you. “Term” means the period of this Agreement.

"We", "our", "us", "the Publisher" means REA Hong Kong Management Co. Limited, a member of the REA Group Ltd, group of companies (REA Group), who is responsible for maintaining Our web site and all [squarefoot.com.hk](http://squarefoot.com.hk) publications and its employees, officers, agents, affiliates or

assigned parties.

"You", "your" or "the client" or "the Advertiser" refers to you as the user of the Service.

## **2. Publication of Advertisements**

2.1 We will, subject to availability, technical limitations and these Terms and Conditions, use our reasonable endeavours to publish your Advertisement in the format submitted by you and in accordance with your other instructions. The positioning or placement of your Advertisement will be at our discretion unless we expressly agree otherwise in writing.

2.2 We may, at our absolute discretion, refuse to publish any Advertisement without giving any reason. No contract is formed between you and us until we accept your Advertisement for publication and issue you with a valid invoice. If we do refuse to publish your Advertisement, no fee will be charged to you.

2.3 Even if a contract has been formed between you and us, we reserve the right to refuse or withdraw your Advertisement from publication at any time (whether temporarily or permanently), for any reason at our absolute discretion, including where we consider you have breached this Agreement, without giving reasons, even if we have previously published the same or similar advertisement.

2.4 We may, at our absolute discretion and at no extra cost to you, re-publish your Advertisement in any other place. You acknowledge that we are entitled to publish your Advertisement anywhere in the world via any medium.

2.5 We may, without prior consultation or notice to you, amend your Advertisement in any way whatsoever, if we believe that the publication of your Advertisement would be offensive, in breach of any law, in breach of any pre-existing agreement we have with a third party or in breach of a third party's rights. If we amend your Advertisement, this will not reduce the price agreed for publication of the Advertisement. 2.6 We reserve the right to vary the placement or positioning of your Advertisement and to change the format of your Advertisement where we deem fit to do so. We will endeavour to notify you of those changes, but we will not be liable for any costs, expenses, losses or damages suffered or incurred by you arising from our failure to publish your Advertisement in accordance with your request.

2.7 We may head any Advertisement as "Advertisement" whenever required to do so by law or whenever we consider it appropriate, for any reason, to distinguish it from other types of content.

## **3. Termination and suspension of this contract**

3.1 We may, at any time by notice to you, terminate this Agreement or suspend the provision of the Service (or a part of the Service).

3.2 Either party may, by notice to the other party, terminate this Agreement if the other party becomes insolvent or breaches any of its obligations under this Agreement and does not rectify that breach within 10 business days of being notified of the breach.

3.3 In the event of termination of this Agreement for any reason:

- (a) you must pay us all outstanding amounts;
- (b) each party must promptly return or destroy any confidential information of the other party upon written request; and
- (c) this clause, clause 12 and any clauses relating to warranties, indemnities, intellectual property, confidentiality will survive.

#### **4. Rates and Payment**

4.1 The rate for your Advertisement will be as agreed by us and specified in your Insertion Order. If the price set out on your Insertion Order is based on publication of a specific quantity of Advertisements over a specific period and if fewer Advertisements are submitted for publication during that period, you must pay us that rate multiplied by the specific quantity of Advertisements set out in your Insertion Order.

4.2 You must pay us for the advertising services in accordance with the terms of your Insertion Order. If no due date for payment is specified in your Insertion Order, you must pay us within 30 days of the date of the invoice. We will invoice you monthly in advance.

4.3 We reserve the right to change the price for the Service at any time by notice to you. Upon receiving such notice you may elect to terminate the advertisement(s) by notice to us provided such notice is given to us within 30 days of the date of the notice of change of price from us.

4.4 You must pay all taxes, duties and other government charges payable in connection with this Agreement whether applying as at the date of this Agreement or in the future including, without limitation, any applicable goods and services tax, other value added tax, sales tax, stamp duty and turnover tax, but excluding taxes, duties and government charges based on our income.

4.5 All the payments must be made by telegraphic transfer (bank transfer) or cheque.

4.6 If you do not pay us for the Service by the due date, or if you commit an act of bankruptcy, become insolvent, have a receiver or administrator or liquidator or manager appointed over any of your assets or if you resolve to wind up your company, then we may (at our absolute discretion):

- (a) charge you:
  - (i) interest at a rate of 2% per calendar month on the unpaid amount from the due date until the date you pay us in full; and
  - (ii) any other costs we incur as a result of your failure to pay us on time;

- (b) require cash payment in advance for future advertising;
- (c) cancel or suspend any of your advertising campaign(s), including any advertising campaigns provided under a different agreement with us, without notice;
- (d) take proceedings against you to recover any overdue amount; and
- (e) recover from you all costs in relation to any action taken against you by us to recover overdue amounts, such costs will include, without limitation, mercantile agency costs and legal costs on a full indemnity basis; and exercise any other rights we have at law.

### **5. Submitting Advertisements**

5.1 Standard creative must be received at least 3 working days prior to the campaign starting date and rich media creative must be received at least 5 working days prior to the campaign starting date.

5.2 If creative is received by us after the relevant date and causes your campaign to be delayed, the publication of the advertisement will be considered to have commenced on the commencement date specified in the Insertion Order.

5.3 It is your responsibility to arrange and manage re-directs with third party ad-servers and provide such third party with the creative and lead time requirements. We will not compensate you where campaigns are affected or delayed in any way by third party ad-server redirect problems. We may, in our absolute discretion, remove any redirects from our network which are delayed in serving advertisements.

5.4 All click-through URL's must enable the browser's 'back' feature to allow users to return to our website.

5.5 If you submit advertising material to us, the material must comply with our specifications. All Advertisements must be provided to us in the manner specified by us from time to time. We can reject the advertising material if it is not submitted in accordance with such specifications.

5.6 We may test any Advertisement, including to see whether it meets our specifications. However, we are not obliged to test, monitor or censor any Advertisement.

5.7 If we decide to test an Advertisement we will not commence testing until you provide us with all technical information referred to in clause 5.8.

5.8 You must provide us with all technical information about an Advertisement, including, but not limited to:

- (a) any click-through URLs;
- (b) default gif or jpeg creative; and
- (c) any other information we request at any time or set out on your Insertion Order.

5.9 If an Advertisement submitted by you does not meet our Specifications, then we may:

- (a) return it to you and ask you to amend it so that it meets our Specifications; or
- (b) amend it ourselves, including by substituting the format of the Creative with another format provided by you and we may charge you a fee for change of Creative that we consider reasonable.

## **6. Other Advertising Conditions**

6.1 You must promptly:

- (a) check any proofs of advertising, if we have arranged to provide you with any;
- (b) notify us of any errors in the proofs or in any advertisement that we publish for you.

6.2 We do not accept any responsibility for errors in advertising material that has been submitted by you.

6.3 Cancellation of any advertisement or campaign must be received in writing from you no less than 21 days before the commencement date in your Insertion Order in order to receive a 100% refund. Any cancellations after this date will be subject to a minimum cancellation fee of 100% of the total cost of the entire campaign. Campaigns cancelled at your request after commencement will not be entitled to a refund of the unused portion of the campaign.

6.4 The Insertion Order is valid for 72 hours from the time we provide it to you. If the Insertion Order is not signed and returned to us within this time, the order may not be fulfilled.

## **7. Publication of Advertisements**

7.1 You acknowledge that no advertising will be displayed on any webpage in our websites to the extent that our product terms and conditions or our product business rules do not allow advertising on that webpage.

7.2 You acknowledge that we:

- (a) we may, at our sole discretion, determine the manner of publication of an Advertisement including its position, order and orientation;
- (b) will try to publish an Advertisement in the location specified on your Insertion Order but do not guarantee that it will be published in that location;
- (c) may change the appearance of an Advertisement, including the Creative or format of the Advertisement; and
- (d) do not guarantee publication of the number of inventory impressions specified on your Insertion Order.

## **8. Restrictions on the use of our Websites**

8.1 You agree that you, and any third party ad server that you use, will not:

- (a) use any automated device, software, process or means to access, retrieve, scrape, or index our Websites or any content on our Websites;
- (b) use any device, software, process or means to interfere or attempt to interfere with the proper working of our Websites;
- (c) undertake any action that will impose a burden or make excessive traffic demands on our infrastructure that we deem, in our sole discretion, to be unreasonable or disproportionate site usage;
- (d) use any content on, or index our Websites for the purposes of constructing or populating a searchable database of properties or competing with us in any manner;
- (e) use any content on our Websites to populate your ad creative;
- (f) transmit spam, chain letters, contests, junk email, surveys, or other mass messaging, whether commercial in nature or not;
- (g) use our Websites or any content from our Websites in any manner which is, in our sole discretion, not reasonable or not for the purpose for which it is made available;
- (h) violate the rights of any person, including copyright, trade secret, privacy rights, or any other intellectual property or proprietary right;
- (i) pose as any person or entity or attempt to solicit money, passwords or personal information from any person;
- (j) reproduce, modify, adapt, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit our Websites or any content on our Websites, except as expressly authorised by us;
- (k) transmit or attempt to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature;
- (l) provide retargeting URL's for the purpose of retargeting advertising across multiple publishers;  
or
- (m) without our prior agreement, use a third party ad server to extract or utilise our ad server tag values to target advertising campaigns or Advertisements.

8.2 You acknowledge that if you, or a third party ad server used by you (whether with your consent or not) does not comply with clause 8.1, then you will be in breach of this Agreement.

8.3 Without limiting any other rights we may have against you, or a third party ad server used by you, we reserve the right to take whatever action we think necessary to prevent unauthorised access to or use of our Websites, including, but not limited to, instituting technological barriers, or reporting your conduct to any person or entity.

## **9. Your Warranties**

9.1 You warrant that:

- (a) the advertising material and Creative submitted, authorised or approved by you does not breach or infringe:
  - ☐ any fair trading, consumer protection or other sale of goods legislation;
  - ☐ any copyright, trade mark, obligation of confidentiality or other personal or proprietary rights;
  - ☐ any law of defamation, obscenity or contempt of any court, tribunal or royal commission;
  - ☐ any anti-discrimination legislation;
  - ☐ any privacy legislation; or
  - ☐ any other law (including but not limited to any common law, statute, delegated legislation, rule and ordinance).
- (b) you have the right and power to enter into and perform all of your obligations under this Agreement, including, but not limited to, granting any rights under this Agreement and permitting the use of any information in accordance with the terms of this Agreement;
- (c) each Advertisement meets all the requirements of this Agreement and does not infringe the rights of any third party;
- (d) all data provided to us (including any Creative) does not contain any worm, virus, Trojan horse, defect or similar program;
- (e) each Advertisement complies with all laws and is not indecent or otherwise offensive or obscene; and
- (f) each web site represented by any URL shown or embedded in any Advertisement:
  - (i) is controlled and operated by you or the Client;
  - (ii) will be functional and accessible at all times;
  - (iii) will operate in accordance with all relevant laws; and
  - (iv) is suitable to link to and from our Websites.

We may, but are not obliged to, test all URLs and may, at our sole discretion, remove any URLs.

9.2 Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Agreement for whatever reason.

## **10. Indemnity**

10.1 By submitting, authorising or approving advertising material for publication by us, you indemnify us and our directors, employees and agents against all claims, demands, proceedings and other liability

arising wholly or partially, directly or indirectly, from the publication of the advertising material.

10.2 Without limiting the generality of the above, if, as a direct or indirect result of any act or omission by you, or any breach of this Agreement by you (including the warranties in this Agreement), we are the subject of any claim or demand or we incur any loss, you must indemnify us (including our employees, officers and agents) against any loss, liability or expense we suffer or incur in connection with that claim, demand or loss..

## **11. Liability**

11.1 We make no representation or warranty in relation to the number of visitors to our websites or the number of impressions at any site except for any made expressly in writing by us. We do not warrant that the Service or the publication of any Advertisement will be fault free. It is your responsibility to notify us of any errors or omissions in any Advertisement we publish for you. We make no warranty in relation to the number of visitors to our Websites or with respect to the continuous accessibility or availability of our Websites.

11.2 Except for any warranty or representation made expressly in writing by us, you acknowledge that you have not relied on any advice given or representation made by us or on our behalf in connection with the advertising.

11.3 We have no liability to you and you indemnify us in relation to any failure of telecommunications services or systems which affect our receipt of your advertisement or the publication of your advertisement.

11.4 We exclude all implied conditions and warranties from these Terms and Conditions, except any condition or warranty which by law cannot be excluded (“non excluded conditions”).

11.5 We limit our liability for:

(a) breach of any non-excluded condition (to the extent that liability for such breach can be limited); and

(b) any other error or omission in publishing caused by us;

to (at our option) re-supply of the advertising services affected by our breach or payment of the cost of re-supply.

11.6 Subject to the above sub-clauses, we exclude all other liability to you for any costs, expenses, losses and damages suffered or incurred by you in connection with these Terms and Conditions and any advertisement published by us, whether that liability arises in contract, tort (including by our negligence) or under statute. Without limitation, we will not, in any circumstance, be liable for any indirect or consequential losses, including loss of profit, loss of revenue and loss of business opportunity.

11.7 You agree that we are not liable if we are unable to comply with any obligation under this Agreement (or are unable to comply with any obligation on time) as a result of any circumstance that is beyond our reasonable control and performance of any such obligation will be suspended. In particular, we are not liable for:

(a) any delay in providing or failure to provide the Service (or a part of the Service) due to any



technological problem (whether in our systems or the systems of a third party); and

(b) the content (including any errors or omissions) of each Advertisement.

## **12. Intellectual Property**

12.1 Any existing intellectual property rights, including any intellectual property rights in any Creative, owned by you or your licensors will remain owned by you or your licensors.

12.2 In relation to the existing intellectual property owned by you or your licensors, as set out in clause 12.1, you grant us a royalty free, non-exclusive licence to:

(a) use, copy, change, adjust, transmit, distribute and publish the Creative and any intellectual property in an Advertisement for the purposes of providing you with the Service;

(b) use, copy, transmit, distribute and publish the Client's name, any trade or business name, trade mark or other mark owned or used by the Client for the purposes of marketing, promoting or advertising us, our products and services and any third parties and their products and services; and

(c) in the context of our Websites, for the purposes of marketing, promoting or advertising us or our businesses, our products and services, and third parties and their products and services.

12.3 You acknowledge and agree that any moral rights pertaining to your or your licensor's existing intellectual property rights (as outlined in clause 12.1) are waived, and that you will procure any necessary written waivers of such moral rights to ensure you are in compliance with this clause.

12.4 Any existing Intellectual Property rights owned us or our licensors, remain owned by us or our licensors. Any intellectual property rights arising out of the creation or modification to any Advertisement creative will be owned by us, unless such intellectual property is created by a third party supplier, in which case the agreement with the third party supplier will govern the ownership of any newly created intellectual property rights.

12.5 You must not, without our prior written consent, copy an Advertisement or allow an Advertisement to be copied.

12.6 You warrant that each Advertisement and use of that Advertisement in accordance with this Agreement, does not infringe any intellectual property rights of any third party.

12.7 Without limiting clause 13.1, you must not use our trade name, trade marks or logo in any public announcement regarding this Agreement without our prior written approval.

### **13. Confidentiality**

13.1 Unless required to do so by law, you must not, without our prior written consent, disclose (whether orally or in writing or any other form):

- (a) any confidential information about this Agreement (including your Insertion Order); or
- (b) your relationship with us or our Websites.

13.2 You acknowledge that we may:

- (a) use information provided by our ad server or information provided by you, data, information about impressions and advertising campaigns for the purposes of our advertising or promotional materials or those of any third party; and
- (b) disclose that the Client uses our Service and, if applicable, any other service we provide under an agreement with you, for the purposes of our advertising or promotional materials or those of any third party.

### **14. Privacy**

14.1 You acknowledge that you have read and agree to be bound by the terms of our Privacy Policy available at <http://www.squarefoot.com.hk/section/privacy/>. Any Creative submitted by you must not enable the collection of personal information.

### **15. Changes to Terms and Conditions**

15.1 We may change these Terms and Conditions at any time on 30 days prior written notice to you. You acknowledge that our publishing the amended version of these Terms and Conditions at <http://www.squarefoot.com.hk/section/terms/> on our Website constitutes written notice to you of such changes. Those changes will apply to the provision of advertising services after the date the change becomes effective. You and us will be bound by the Terms and Conditions that are current as at the date of your Insertion Order.

### **16. General**

16.1 No delay or failure by us to enforce any provision of this Agreement will be deemed a waiver or create a precedent or will prejudice our rights. No waiver by us will be effective unless it is in writing and signed by us.

16.2 We will send all notices and other communications to you at the email address, prepaid post and/or facsimile number you have provided to us. It is your sole responsibility to ensure that you provide us with your current contact email address, office address and/or facsimile number.

16.3 All notices from you to us (including termination notices) must be sent to REA Hong Kong Management Co. Limited, 15/F MassMutual Tower, 33 Lockhart Road, Wan Chai, Hong Kong or by fax on +852 3198 1838. These contact details may be varied from time to time. It is your responsibility to check these Terms and Conditions for current contact details.

16.4 You must not assign this Agreement without our written consent, or appoint an agent without our prior written consent.

16.5 We may assign or novate this Agreement, or transfer our rights and obligations under the Agreement at any time and without consent. If we assign or novate this Agreement, we will notify you of the assignment or novation.

16.6 This Agreement (together with any documents referred to in this Agreement or provided by us at the same time as the Agreement) comprises the entire agreement between the parties about its subject matter. It supersedes all prior understandings, agreements or representations and you may not rely on any representations or warranties about the subject matter of this Agreement except as expressly provided in this Agreement.

16.7 The laws of Hong Kong Special Administrative Region govern the Agreement.

16.8 You submit to the non-exclusive jurisdiction of the Courts of Hong Kong Special Administrative Region and you waive any right you have to object to an action being brought in the Court of Hong Kong Special Administrative Region (including that the action has been brought in an inconvenient forum, or that those Courts do have jurisdiction).

16.9 If any term of this Agreement is void, unenforceable or illegal, that term is severed. The remainder of the Agreement has full force and effect.

16.10 Our rights and remedies provided in this Agreement are in addition to any other rights and remedies given to us by law and equity independently of this Agreement.

If there is any inconsistency or conflict between the English and Chinese versions, the English version shall prevail.